



**INVITATION TO BID (OPEN TENDER)**

**DATE OF ISSUE: 18<sup>th</sup> NOVEMBER 2022**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG  
GROWTH AND DEVELOPMENT AGENCY**

**BID NUMBER:** GGDA/12/2022-23/PRINTERS

**CLOSING DATE:** 15<sup>TH</sup> DECEMBER 2022

**CLOSING TIME:** 11:00

**BID VALIDITY PERIOD:** 90 DAYS

**BRIEFING SESSION:** COMPULSORY BRIEFING SESSION

**BRIEFING SESSION VENUE:** Auditorium, GGDA Offices  
124 Main Street, Johannesburg 2001

**BRIEFING SESSION TIME:** 10h00

**BRIEFING SESSION DATE:** 28<sup>TH</sup> NOVEMBER 2022

**DESCRIPTION:** APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY,  
DELIVERY, INSTALLATION AND MAINTENANCE OF NEW  
MULTIFUNCTION COPIERS AND PRINTERS FOR GGDA  
GROUP FOR A PERIOD OF 36 MONTHS

**BID SUBMISSION REQUIREMENTS: 2 ENVELOPES.**  
**DUE TO COVID19 WE REQUEST - SUBMISSIONS MUST BE  
SUBMITTED IN ONE ORIGINAL HARDCOPY & 1 X USB  
COPIES – SEPARATELY IN 2 ENVELOPES FOR TEHCNICAL &  
FINANCIAL/PRICE**

**TECHNICAL PROPOSAL- (1 ORIGINAL HARDCOPY & 1 x USB COPY)**  
**FINANCIAL/PRICE PROPOSAL (1 ORIGINAL HARDCOPY & 1 x USB  
COPY)**  
**(NB: PLEASE IT'S A REQUIREMENT TO SUBMIT DOCUMENT AS  
REQUESTED)**

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: 15<sup>TH</sup> FLOOR, 124 MAIN  
STREET, JOHANNESBURG.**

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### CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Compliance	Submitted ? (Yes / No)
<b>SBD 1</b> (Invitation to bid)	Make sure it is completed & signed	Compulsory	
<b>SBD 2</b> (Tax Status)	TAX STATUS – TCS PIN/CSD Report with valid tax status	Other returnable	
<b>SBD 3.3</b> (Pricing schedule)	Filled or refer to an Annexure or addendum where price is mentioned	Bid Pricing (2 <sup>nd</sup> envelop)	
<b>SBD 4</b> (Declaration of interest)	Make sure it is completed & signed	Compulsory	
<b>SBD 6.1</b> (Preference Points in terms of PPPFA of 2017)	Make sure it is completed and points claimed are allocated as per BBBEE	Compulsory	
<b>SBD 6.2</b> - Local Content Declaration	Make sure its completed and signed	Other returnable	
Central Supplier Database (CSD) Summary Report	Proof of CSD registration	Other returnable	
Certified copies of Original of Company Registration Documentation  NB: Certification stamp must be original and no more than 6 months old as at date of closing of tender	1. certificate of registration, 2. change of name certificate (if applicable) 3. register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	Other returnable	
Total Bid Price	Total bid price form part of the financial submission	Bid Pricing (2 <sup>nd</sup> envelop)	
Vat Registration Certificate	If applicable	Other returnable	
SANAS or CIPC BBBEE Certificate & Valid Sworn Affidavit	SANAS/CIPC BBBEE certificate or valid sworn affidavit be submitted to claim BBBEE points (must be an original or a certified copy)	Part of Pre-qualification	
Company Profile	Include the structure of the company	Part of Functionality	
Certified copies of Share Certificates	For all current shareholders if applicable	Other returnable	
Certified copies of identity documents	For all current shareholders / members	Other returnable	

**IF ANY OF THE ABOVE-MENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE WILL DISQUALIFY THE BID**

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Gauteng Growth and Development Agency will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

# PART A

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG GROWTH AND DEVELOPMENT AGENCY**

**BID NUMBER:** GGDA/12/2022-23/PRINTERS **CLOSING DATE:** 15<sup>TH</sup> DECEMBER 2022 **TIME:** 11:00

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVERY, MAINTENANCE OF NEW MULTIFUNCTION COPIERS AND PRINTERS FOR GGDA GROUP FOR A PERIOD OF 36 MONTHS**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**Gauteng Growth & Development Agency**  
**15<sup>TH</sup> Floor**  
**124 Main Street**  
**JOHANNESBURG**  
**2001**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE..... NUMBER.....

CELL PHONE NUMBER.....

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION NUMBER.....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:.....DATE: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE - **BIDDERS NOT TO COMPLETE THIS SECTION HERE BUT SUBMIT IT AS PART OF ENVELOP NO. 2 (FINANCIAL PROPOSAL)**

## A.1.1. CONDITIONS OF BIDDING

### 1 Proprietary Information

- 1.1 The GGDA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GGDA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of GGDA.

### 2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: [tenders@ggda.co.za](mailto:tenders@ggda.co.za); [Kgalaletsos@ggda.co.za](mailto:Kgalaletsos@ggda.co.za) & [nathim@ggda.co.za](mailto:nathim@ggda.co.za).
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **2<sup>ND</sup> DECEMBER 2022**
- 2.3 ***Bidders may not contact any other GGDA employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.***
- 2.4 All the documentation submitted in response to this tender must be in English.
- 2.5 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by GGDA regarding anything arising from the fact that pages are missing or duplicated.

### 3 Validity Period

- 3.1 Responses to this tender received from suppliers will be valid for a period of **90 days** counted from the closing date of the tender.

### 4 Submission of Tenders

- 4.1 Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, **(TENDER REF NUMBER: GGDA/12/2022-23/PRINTERS)**. The sealed envelopes must be placed in the tender box at 15<sup>th</sup> Floor, 124 Main Street, Johannesburg by no later than **11h00 on 15<sup>TH</sup> DECEMBER 2022**
- 4.2 The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX.
- 4.3 No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
- 4.4 Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to

bid” and should be placed in the bid box before the closing date and time. An amendment bids without original bid document will not be considered.

- 4.5 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 4.6 Kindly note that **GGDA** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 4.7 GGDA reserves the right to request clarity on the bid that are priced way below market value and conclude whether the bid is responsive or non-responsive. The following will provide the guide how the GGDA will treat the response: “in with the National Treasury Circular dated 10 May 2005 it is indicated that “tenders are acceptable if the bidder has the necessary capacity and ability to execute the contract”. Furthermore, CIDB Inform Practice Note #5 on evaluating tender offers states that the “tender is acceptable if the tenders can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract”.
- 4.7.1 On the basis of the above the bidder will be required to provide clarity with justifiable reasons why they have quoted prices below acceptable market prices, such as bulk buying discounts, relationship with its manufactures/ suppliers, required material available from the previous project or has a material warehouse, willing to forfeit profit on this project with the aim to grow the business presence/ brand etc.
- 4.7.2 GGDA will during the evaluation process engage the relevant bidder(s) in writing requesting confirmation of the accuracy and correctness of the bid price offered and whether the service provider will be able to provide the required scope of work in line with the technical specification ( in terms of quantities, quality and timeframe) to be submitted to the entity within a reasonable timeframe. However, this process must not allow a bidder to amend the initial prices but just to confirm the initial price offered. The written response from the service provider should be assessed and if the service provider in its response concedes that the bid price omitted certain pricing elements or provided incorrect pricing/ rates, then the bid maybe disqualified on the basis of non-responsiveness to the tender requirements. If the service provider confirms the price offer as accurate and correct, then the entity may continue evaluating the bids and if the relevant bidder is the recommended bidder, may consider mitigating the potential risks by addressing these (under performance, penalties, quality assurance, contract management and monitoring, contract variations) during the contracting stage.
- 4.8 GGDA also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed.
- 4.9 GGDA also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.10 GGDA reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 4.11 An incomplete price list shall render the bid non-responsive.
- 4.12 GGDA reserves the right to review the pricing/financial proposal submitted by the bidder and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate the with the preferred bidder or any bidder as per the recommendation of the BAC. The process for negotiation will be governed by the GGDA internal SCM processes as approved and

in line with Preferential Procurement Regulation of 2017.

- 4.13 All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions. **N/A to this bid**
- 4.13 NB: All reference to GGDA on this bid document includes its subsidiaries who are affected by the deliverable of this bid document
- 4.14 The General Condition of contract are part of this tender document and will be incorporated as an annexure and those will be bidding to the bidder whether they are returned and submitted with the bid response or not and will remain bidding to the bidder whether initialed or not.
- 4.15 None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by GGDA.



**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

#### Tax Compliance Requirements

- 1) Bidders Must Ensure Compliance with Their Tax Obligations.
- 2) Bidders Are Required to Submit Their Unique Personal Identification Number (Pin) Issued By SARS To Enable The Organ Of State To Verify The Taxpayer's Profile And Tax Status.
- 3) Application for Tax Compliance Status (TCS) Pin May Be Made Via E-Filing Through the SARS Website [www.sars.gov.za](http://www.sars.gov.za).
- 4) Bidders May Also Submit A Printed TCS Together with The Bid.
- 5) In Bids Where Consortia / Joint Ventures / Sub-Contractors Are Involved, Each Party Must Submit A Separate TCS / Pin / CSD Number.
- 6) Where No TCS Pin Is Available bidder must submit their CSD Number or CSD report with compliant tax status. Bidders to ensure are pre-registered on central supplier database (CSD) before submitting the bid.
- 7) No Bids Will Be Considered from Persons in The Service of The State, Companies with Directors Who Are Persons In The Service Of The State, Or Close Corporations with Members Persons In The Service Of The State."

## PART A2: TERMS OF REFERENCE

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### APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF NEW MULTIFUNCTION COPIERS AND PRINTERS FOR GGDA GROUP FOR A PERIOD OF 36 MONTHS

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#### 1. Background

GGDA invites prospective bidders to submit proposals to provide the organization with the best office automation technology solution on rental/lease basis, including ongoing repair and maintenance and support for a period of 36 months. Currently GGDA and its entities has a contract which makes provision for 35 multifunctional devices. The GGDA has identified an additional 3 devices required for this tender, the bidder is therefore to submit a proposal for 38 multifunction devices.

#### 2. Objectives

- GGDA would like to create a smooth multifunctional environment keeping costs to a minimum and have one vendor to supply us with both monochrome and colour multifunctional devices.
- The number of days from order to full installation must be kept to a minimum, preferably FIVE (5) working days.
- Devices quoted for must be able to perform the chosen tasks without any hidden or additional costs; additional costs will be for the supplier's charge as this unit should be sold fully functional.

#### 3. Scope of Work

##### 3.1. Multifunction Devices

The bidder is required to provide (install and maintain) Multi-function Printers (MFPs) as follows:

MFP		Quantity
Printing	B&W/Colour	
65 ppm	B&W/Colour	38

Note: The indicated capacities of pages per minute (ppm) are minimum specifications; the bidders may propose higher specification.

The MFPs must have the following features and bidders are requested to ensure referencing of each item on both the bid document and the attachments used to substantiate. All responses are to be annexed accordingly, failure to attach the substantiating documents will lead in an inadequate response

### 3.2. Device Specifications

Description	Details	Comply Yes/No	Referencing
Panel size/resolution	10.1" / 1024 x 600		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
System memory (standard/max)	8,192 MB		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
System drive      hard drive	256 GB SSD (standard) / 1 TB SSD		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Interface	10/100/1,000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11 b/g/n/ac		Reference document name..... T Tab/Index number..... Page Number..... Paragraph/section.....
Network protocols	TCP/IP (Ipv4 / Ipv6); SMB; LPD; IPP; SNMP; HTTP(S); Bonjour		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Automatic Document Feeder	Up to 300 originals; A6-A3; 35-210 g/m <sup>2</sup> ; Dualscan ADF		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Printable paper size	A6-SRA3; customized paper sizes; banner paper max. 1,200 x  297 mm		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Printable paper weight	52-300 g/m <sup>2</sup>		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Paper input capacity (standard/max)	1,150 sheets / 6,650 sheets		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Paper tray input (standard)	1x 500; A6-A3; custom sizes; 52- 256 g/m <sup>2</sup> 1x 500; A5-SRA3; custom sizes; 52- 256 g/m <sup>2</sup>		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Manual bypass	150 sheets; A6-SRA3; custom sizes; banner; 60-300 g/m <sup>2</sup>		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Automatic duplexing	A6-SRA3; 52-256 g/m <sup>2</sup>		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Finishing modes	Offset; Group; Sort; Staple; Staple (offline); Punch; Half-fold; Letter-fold; Booklet; Post insertion; Z-fold		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Output capacity (standard)	Max. 250 sheets		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Stapling	Max. 100 sheets or 98 sheets + 2 cover sheets (up to 300 g/m <sup>2</sup> )		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Stapling output capacity	Max. 200 sets		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Letter fold	Max. 3 sheets		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Letter fold capacity	Max. 50 sets; unlimited (without tray)		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Booklet	Max. 20 sheets or 19 sheets + 1 cover sheet (up to 300 g/m <sup>2</sup> )		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Booklet output capacity	Max. 35 booklets; unlimited (without tray)		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Copy/print volume (monthly)	Rec. 53,000 pages; Max. <sup>1</sup> 250,000 pages <sup>1</sup> If the maximum volume is reached within a period of one year, then a maintenance cycle must be performed		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Toner lifetime	Black up to 28,000 pages CMY up to 28,000 pages		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Imaging unit lifetime	Black up to 240,000/1,000,000 pages (drum/developer) ) CMY up to 165,000/1,000,000 pages (drum/developer)		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Power consumption	220-240 V / 50/60 Hz; Less than 2.00 kW		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
System dimension (WxDxH)	615 x 688 x 961 mm (without options)		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

System weight	Approx. 100.0 kg (without options)		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Page description language	1,800 (equivalent) x 600 dpi; 1200 x 1200 dpi		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Operating systems	PCL 6 (XL3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS		Reference document name..... Tab/Index number..... Page Number.....
Operating systems	Windows 7 (32/64); Windows 8.1 (32/64); Windows 10 (32/64); Windows 11 (32/64) Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Windows Server 2019; Macintosh OS X 10.10 or later; Linux		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Mobile printing	AirPrint (iOS); Mopria (Android); optional: Google Cloud Print; WiFi Direct		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Print resolution	1,800 (equivalent) x 600 dpi; 1200 x 1200 dpi		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....



Print controller	Embedded Fiery IC-420		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Controller CPU	AMD GX-424CC @ 2.4 GHz		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Memory/HDD	4,096 MB / 500 GB		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Page description language	Adobe PostScript 3 (CPSI 3020); PCL 6; PCL 5c		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Operating systems	Windows 7 (32/64); Windows 8.1 (32/64); Windows 10 (32/64); Windows 11 Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Windows Server 2019; Macintosh OS X 10.10 or later; Linux		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Scan speed (mono/colour)	Up to 140/140 ipm in simplex Up to 280/280 ipm in duplex		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Scan resolution	Up to 600 x 600 dpi		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Scan modes	Scan-to-eMail (Scan-to- Me); Scan-to-SMB (Scan-to- Home); Scan-to-FTP; Scan-to- Box; Scan-to-USB; Scan-to-WebDAV; Scan-to-DPWS; Scan- to-URL; TWAIN scan		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
File formats	JPEG; TIFF; PDF; Compact PDF; Encrypted PDF; XPS; Compact XPS; PPTX optional: Searchable PDF; PDF/A 1a and 1b; Searchable DOCX/PPTX/XLS X		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Scan destinations	2,000 destinations + 100 groups; LDAP support		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Imaging technology	Laser		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Toner technology	HD polymerised toner		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Copy/print speed A4 (mono/colour)	Up to 65/65 ppm		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Copy/print speed A3 (mono/colour)	Up to 32/32 ppm		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Autoduplex speed A4 (mono/colour)	Up to 65/65 ppm		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
1st copy out time A4 (mono/colour)	2.8/3.8 sec.		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Warm-up time	Approx. 15/17 sec. <sup>2</sup> <sup>2</sup> Warm-up time may vary depending on the operating environment and usage		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Copy resolution	600 x 600 dpi		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Gradation	256 gradations		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Multicopy	1-9,999		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Original format	Max. A3		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Magnification	25-400% in 0.1% steps; Auto-zooming		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Fax standard	Super G3 (optional)		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Storable documents	Up to 3,000 documents or 10,000 pages		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Type of user boxes	Public; Personal (with password or authentication); Group (with authentication)		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Type of system boxes	Secure print; Encrypted PDF print; Fax receipt; Fax polling		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Security	<p>Standard: ISO 15408  HCD-PP Common  Criteria (in  evaluation); IP  filtering and port  blocking; SSL3 and  TLS1.0/1.1/1.2  network  communication;  IPsec support; IEEE  802.1x support; User  authentication;  Authentication log;  Secure print;  Kerberos; Hard drive  overwrite; Hard drive  data encryption  (AES 256);  Confidential fax;  Print user data  encryption optional:  Antivirus Realtime  scanning  (Bitdefender®); Copy  protection (Copy  Guard, Password  Copy)</p>		<p>Reference document  name.....  Tab/Index number.....  Page Number.....  Paragraph/section.....</p>
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Accounting	Standard: Up to 1,000 user accounts; Active Directory support (username + password + e-mail + smb folder); User function access definition; Authentication by mobile device (Android) optional: Biometric authentication (finger vein scanner); ID card authentication (ID card reader); Authentication by mobile device (iOS)		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Software	store+find (opt.); convert+share (opt.); Device Manager; Box Operator; Data Administrator (user accounts and cost center); Card solutions (opt.); EveryonePrint (opt.)		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Security	All specifications refer to A4-size paper of 80 gsm quality. 256); Confidential fax; Print user data encryption optional: Antivirus Realtime scanning (Bitdefender®); Copy protection (Copy Guard, Password Copy)		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Accounting	The stated life expectancy of each consumable is based on specific operating conditions such as page		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Software	Operating shaven power cords must be used;		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Installation	All equipment must be installed with approved lightning protection kits		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....



### 3.3. Maintenance

The bidder will be required to enter into a Service Level Agreement (SLA) which will cover the following:

Onsite Warranty	The bidder will provide on-site comprehensive warranty 36 months (inclusive of labour and all spares) on 8 hours a day, 5 days a week.	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Support Desk	The bidder shall establish have a suitably manned support desk to provide preventative and operational maintenance on all MFPs.	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

<p>Replacement Machines</p>	<p>In case the faulty part/unit cannot be repaired within 24 hours by the bidder's engineer, the bidder will provide a serviceable part/unit (replacement) to GGDA till the time faulty part is repaired and put back into service by the bidder failing which 'downtime' accrual would start for imposition of penalty as per the below clause.</p>	<p>Reference document name.....  Tab/Index number.....  Page Number.....  Paragraph/section.....</p>
<p>Mission Critical</p>	<p>The bidder will also be responsible to provide a replacement MFP for a mission critical device as identified by GGDA.</p>	<p>Reference document name.....  Tab/Index number.....  Page Number.....  Paragraph/section.....</p>

<p>Defective Modules</p>	<p>The bidder will ensure that the defective modules of the printer are replaced / repaired on-site or at their service location.</p>	<p>Reference document name.....  Tab/Index number.....  Page Number.....  Paragraph/section.....</p>
<p>Replacement Spares</p>	<p>Replacement of the spares: If any component/part/unit needs replacement, the same would be replaced with the current available product from the OEM. However, if that product gets obsolete or unavailable in the market, service provider should supply alternate</p>	<p>Reference document name.....  Tab/Index number.....  Page Number.....  Paragraph/section.....</p>

<p>Penalties</p>	<p>Any delay in repairing the printer beyond above SLA terms shall attract penalty by way of extension of warranty as explained through the following example: Say a printer unit comprising (named Printer 1) suffers a total downtime of 24 hours within 1 months' time; rental will be reduced by the full downtime period for Printer1 as follows:  If in a 20-working day month the rental fee is R1000, which means <math>20 \times 8 = 160</math> hours; therefore <math>R1000/160 \text{ hours} = R6.25</math> per hour; the penalty is for downtime = <math>R6.25 \times 24 \text{ hours} = R150</math>.</p>	<p>Reference document name.....  Tab/Index number.....  Page Number.....  Paragraph/section.....</p>
<p>Maintenance Schedules</p>	<p>Maintenance interval schedule should be provided for each device type to enable GGDA to verify regular device maintenance.</p>	<p>Reference document name.....  Tab/Index number.....  Page Number.....  Paragraph/section.....</p>

Onsite spares	The bidder will be responsible for the keeping of limited spare parts on site and assisting users with secure printing codes, print management software, etc.	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Device relocation	The movement of any MFP as requested by GGDA will be the responsibility of the service provider	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

### 3.4. Print Management Software

GGDA is currently utilizing follow me anywhere printing. The new bidder must also include a Print Management Software integrated or have similar features. The software must be able to provide all printing management reports i.e. user usage etc.

Unauthorized access	Protects against unauthorized users by securing access to MFD and documents	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Authentication	Documents remain secure until user authenticates via card reader, PIN, username/password or a combination	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Cost Reduction	Reduces costs and paper waste when jobs are sent to print but are no longer needed	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
User rights	Easily assign print, copy, and scan rights to users or user groups means easy IT administration	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Print governance	Enforces print governance with a library of pre- defined rules for cost savings such as colour to B/W, single to double- sided and send to most economical device - or create your own rules	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Notifications on usage	Notifications inform users of cost consequences which leads to better print usage, often reduced usage	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Notification on non-compliance	Notifications if the user does not comply to cost savings policies help enforce print governance		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Drivers	Secure printing from any MFD in the print environment without needing additional print drivers		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Scalability	Scalable to your business needs from one office to multiple continents		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Limitations and authentications	Jobs print only when user authenticates eliminating sensitive documents in output tray		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Complex print tasks	Optionally, reduces costly servers by handling complex print tasks on client workstation		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Wireless Print	Wireless Print for Mac and iOS mobile devices ensures convenient, secure printing for mobile workers		Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Mobile Print	Secure mobile printing via web or email to the MFD	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Guest Printing	Support for anonymous guest printing	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Conversions	Provides automatic conversion (JPG, PDF, DOC, PPT, XLS, PNG)	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....



Scanning to predefined applications	One-click secure scanning to pre-defined Microsoft SharePoint® and Dropbox® Business / Dropbox	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Enterprise libraries	Enterprise document libraries makes document capture and distribution easy	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
File storing	Folder browsing and file storing under user identity makes file search and retrieval faster	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Scan to email ad folder	Scan to email, home folder or predetermined location via scripts increases document security	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Integration	Integration into existing business processes extends the value of your print environment	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Group accounts	Individual or group accounts make administrative tasks easier	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

Billing	Supports price lists, cost centers, billing codes and usage quotas for easy cost allocations	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Pay- for- print	Support for pay-for-print services gives control for managing and recovering costs	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Management reports	Predefined or custom management reports give fact-based data and usage audits	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Executive reports	Executive and sustainability reports provide top level summarized results and sustainability information	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....
Trend Analysis	CRS reports utilizing OLAP cubes and long term trend analysis help administrators manage their print fleet more efficiently	Reference document name..... Tab/Index number..... Page Number..... Paragraph/section.....

### 3.5. Printer Consumables

The bidder will be responsible for the replenishment of consumables. The bidder will be required to keep enough consumables (such as toners, cartridges, sensor switches) at their offices for the continuous operation of each MFP. Consumables confirmations must be referenced to SLA and Methodology.

The bidder will not be required to provide paper for the MFPs.

## 1. BID EVALUATION CRITERIA

**In line with Preferential Procurement Regulation 2017 (PPR2017).** The evaluation of responsive tender offers shall be on the **80/20**-point preference system, being a maximum of 80 points for price and a maximum of 20 points for B-BBEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation of the Preferential Procurement Regulations, 2017 (As Amended).

**The procedure for the evaluation of responsive tenders will be as follows:**

- 1<sup>st</sup> Admin Compliance as per bid document compulsory & mandatory requirements
- 2<sup>nd</sup> Pre-qualification Criteria
- 3<sup>rd</sup> Stage – Mandatory Technical Requirements
- 4<sup>th</sup> Stage - On Functionality/Quality Criteria
- 5<sup>th</sup> Stage - On Price & BBEE (for bidders who met the minimum required functionality points)

### **1<sup>st</sup> Stage - Admin compliance including Mandatory requirements**

- As per all conditions of completing the bid document

### **2<sup>nd</sup> Stage – Pre-Qualification**

The following prequalification criteria apply:

- The tenderer must have minimum B-BBEE status level of contributor of Level 1;
  - Of which the bidder must either be an Exempt Micro Enterprises (EMEs) or Qualifying Small Enterprise, and must meet either or a combination of the following ownership requirements:
    - an EME or QSE which is at least 51% owned by black people who are youth;
    - an EME or QSE which is at least 51% owned by black people who are women;
    - an EME or QSE which is at least 51% owned by black people with disabilities;
    - an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
    - an EME or QSE which is 51% owned by black people who are military veterans.

**NB:** The following to be submitted as supporting evidence for BBEE to meet the above pre-qualification requirements for EME's or QSE's

- To claim BBEE points - Bidder must submit a valid sworn affidavit (as issued by DTI/or CIPC), must be an original or certified copy or a certified copy of SANAS accredited verification certificate: -
- Additionally, bidder to also attach the following document as proof for ownership:
  - an EME or QSE which is at least 51% owned by black people who are youth; - bidder to attached certified ID copy not older than 6months;
  - an EME or QSE which is at least 51% owned by black people who are women; - bidder to submit certified ID copy not older than 6months;

- an EME or QSE which is at least 51% owned by black people with disabilities; - bidder to submit original letter from Doctor (Dr) on their letterhead which clearly indicate Doctor's practice number and confirmation of disability
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; - Bidder must submit the Township municipal utility bill of which their business resides. Township must be as per CSD township location address as registered (NB: GGDA reserves the right to validate);
- an EME or QSE which is 51% owned by black people who are military veterans. – Bidder to submit proof of registration with military veteran database (NB: GGDA reserves the right to validate)

**NB:** Tenderers that do not meet the pre-qualification criteria as stipulated above and does not submit the required supporting document for pre-qualification will be disqualified from further evaluation.

**3<sup>rd</sup> Stage – Mandatory Technical Requirements**

<b>3.5.1. Accreditation</b>	<b>Comply</b>	<b>Not Comply</b>
The bidder must have experience to install and maintain the proposed MFPs.		
<i>Substantiate/Comments and reference. Failure to attach accreditation/OEM Letter will lead to an inadequate response.</i>		
<b>3.5.2.MFP minimum specification</b>	<b>Comply</b>	<b>Not Comply</b>
The proposed machines must meet all the minimum specified features in section 3.2 and 3.3 above.		
<i>The bidder must provide full and detailed information for the proposed MFPs i.e. full specifications, brand, model and brochures etc</i>		
<b>3.5.3. Help Desk</b>	<b>Comply</b>	<b>Not Comply</b>
The bidder shall have an established, permanently manned support desk in order to provide effective preventative and operational maintenance on all MFPs and must discuss these details in the methodology		
<b>Substantiate/Comments and reference</b>		

FUNCTIONALITY / QUALITY CRITERIA	TYPE OF EVIDENCE REQUIRED	Maximum Points	Point Scored
<p><b>1. Experience of the Bidding Entity</b></p> <p>Company profile and experience in supply, maintenance &amp; support services of multifunction printer's services as per scope of the tender: -</p> <ul style="list-style-type: none"> <li>▪ Less than 5 years of experience = <b>0 points</b></li> <li>▪ 5 to 6 years' experience = <b>5 points</b></li> <li>▪ more than 6 to 7 years' experience = <b>10 points</b></li> <li>▪ More than 7 years' experience = <b>15 points</b></li> </ul>	<p><b>Company profile must include:</b></p> <ul style="list-style-type: none"> <li>• Details of the overall services provided by the company.</li> <li>• Details of location of branch in Gauteng for the provision of maintenance and consumables.</li> <li>• Clients and Organogram</li> </ul>	<b>15</b>	
<p><b>2. Methodology &amp; Proposal</b></p> <ul style="list-style-type: none"> <li>• Technical approach that supplies GGDA with the required multifunction printers as per scope. ▪ Proposal not clear and not meeting the tender scope requirements = <b>0 points</b></li> <li>▪ Proposal meets all the requirements of the tender scope but lacks details on maintenance and/or repair timelines = <b>5 points</b></li> <li>▪ Proposal meets all the requirements of the tender scope with clear service &amp; maintenance areas covered, with timelines for repairs and consumables = <b>15 points</b></li> <li>▪ Proposal addresses the requirements from the tender scope covering all the technical areas with additional programme insight for service &amp; maintenance, repair timelines and consumables = <b>20 points</b></li> </ul>	<p><b>Proposal must:</b></p> <ul style="list-style-type: none"> <li>• Specifically address all the requirements from the scope of works including the mandatory technical requirements for each device.</li> <li>• Demonstrates how the company will deal with urgent orders for consumables and maintenance while devices are sent for repairs.</li> </ul>	<b>20</b>	

FUNCTIONALITY / QUALITY CRITERIA		Maximum Points	Point Scored
DESCRIPTION	TYPE OF EVIDENCE REQUIRED		
<p><b>3. Proof of Similar Work Experience of the bidding entity: -</b></p> <p>Experience of service provider in similar services with documentary proof:</p> <ul style="list-style-type: none"> <li>▪ Provide Five (5) Valid reference letters indicating services rendered which are aligned to the similar scope of work including maintenance and consumable supply = <b>3 points will be allocated per reference letter to a maximum of 15 points</b></li> </ul>	<p>Reference letters must be &amp; include:</p> <ul style="list-style-type: none"> <li>• Valid reference must be on clients' letterhead signed</li> <li>• Contact details and summary of completed and or ongoing relevant project/project with project value similar to the scope of this tender including confirmation of maintenance and consumable supply.</li> </ul> <p>NB GGDA reserve the right to contact the clients</p>	<b>15</b>	
<p><b>4. Experienced resources should be assigned to GGDA during the 36-month maintenance contract term: -</b></p> <p><b>Accounts Manager</b></p> <ul style="list-style-type: none"> <li>• Less than 2 years' experience for Accounts Manager with relevant qualifications, within the printing industry = <b>0 points</b></li> <li>• from 2 years but less than 3 years' experience for Account Manager with relevant qualifications within the printing industry = <b>5 points</b></li> <li>• From 3 years but less than 5 years' experience for Account Manager with relevant qualifications, within the printing industry = <b>10 points</b></li> <li>• More than 5 years' experience for Account Manager with relevant qualifications, within the printing industry = <b>15 points</b></li> </ul> <p><b>Technicians</b></p> <p>Bidders to submit at least minimum of 3 (three) technicians and weighted average method will be used for points: -</p> <ul style="list-style-type: none"> <li>• Less than 2 years' experience for technician/s with relevant qualifications attached = <b>0 points</b></li> </ul>	<p>Bidder to submit an organogram with detailed CV's for Accounts Manager and a minimum of three (3) Technicians, and CV must include:</p> <ul style="list-style-type: none"> <li>• Full Names</li> <li>• Years of experience</li> <li>• Qualifications</li> </ul> <p><b>NB:</b></p> <ul style="list-style-type: none"> <li>• <b>Accounts Manager must have relevant tertiary IT three-year degree qualification and relevant Project Management Certificate both attached</b></li> <li>• <b>Technicians must have relevant OEM Certifications attached</b></li> </ul> <p><b>NB All Qualifications submitted must be certified</b></p>	<b>15</b>	

FUNCTIONALITY / QUALITY CRITERIA		Maximum Points	Point Scored
DESCRIPTION	TYPE OF EVIDENCE REQUIRED		
<ul style="list-style-type: none"> <li>from 2 years but less than 4 years' experience for technician/s with relevant qualifications attached = <b>5 points</b></li> <li>From 4 years to 5 years' experience for technician/s with relevant qualifications attached= <b>10 points</b></li> <li>More than 5 years' experience for technician/s with relevant qualifications attached = <b>15 points</b></li> </ul>			
<p><b>5. Transfer of skills to GGDA staff, to enable GGDA staff to operate the system independently from the service provider.</b></p> <ul style="list-style-type: none"> <li>No training methodology provided, and nothing covered in detail nor timelines given = <b>0 points</b></li> <li>The training methodology covers basics i.e., user training and ICT staff training, and the skills transfer program meets the basics = <b>5 points</b></li> <li>The training methodology is comprehensive with detailed user training i.e., user manuals, and the skills transfer program to ICT staff = <b>10 points</b></li> </ul>	<p>Detailed training/skill transfer methodology must include</p> <ul style="list-style-type: none"> <li>Method, timelines and training options</li> </ul>	<b>10</b>	
<p><b>6. Locally Situated Service Provider</b></p> <ul style="list-style-type: none"> <li>Service Provider located within Gauteng from underdeveloped areas or townships business operation = <b>10 points</b></li> <li>Service Provider located outside Gauteng or with no township business operation = <b>0 points</b></li> </ul>	<p>Proof of business Operations Physical address and CSD to be submitted. Proof of municipality account and lease agreement</p> <p><b>NB:</b> GGDA reserve the right to do site visit to confirm the</p>	<b>10</b>	
<b>TOTAL SCORE</b>		<b>100</b>	
<b>MINIMUM SCORE REQUIRED</b>		<b>75 POINTS</b>	

The minimum threshold for the functionality evaluation is 75 points. Bidder must achieve minimum of 75 points to proceed to next stage of evaluation.

The Tenderers that do not meet this minimum threshold will not proceed to the next stage of



evaluation of the tender, which is price & BBBEE.

#### 4<sup>TH</sup> Stage - Price & BBBEE Evaluation Criteria

All bidders who achieved the minimum total point scored on functionality of 75 points and above will be evaluated on Price & BBBEE

BBBEE & Price will be evaluated according to the preference point system of 80/20 as outlined below.

<b>B-BBEE</b>	<b>Weight = 20 points if less than R50 000 000</b>
<b>BBBEE Status Level of Contributor</b>	<b>Number of Points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0
<b>PRICE</b>	<b>= 80 points if less than R50 000 000</b>
<b>TOTAL BBBEE &amp; PRICE</b>	<b>100</b>

**THE PREFERENCE POINT SYSTEM AND B-BBEE STATUS LEVEL CERTIFICATION REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**FINANCIAL/PRICING PROPOSAL/COSTING (TO BE PRESENTED ON SEPARATE ENVELOP - 2ND ENVELOP)**

**SBD3.3**

**PRICING SCHEDULE**

Name of bidder.....	Bid number: <b>GGDA/12/2021-22/PRINTERS</b>
Closing Time: <b>11:00</b>	Closing date: <b>15<sup>th</sup> December 2022</b>

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.**

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**Costing Model**

**Fixed Monthly Rental Charges**

Machine Type	Qty	Proposed Make/Brand	Monthly Rental Fee/Unit (excl VAT)	Total Monthly Rental Fee (excl VAT)	Annual Rental Fee (excl VAT)
65 ppm	38				
<b>Rental Fees Per Year (excluding VAT)</b>					
<b>SUB-TOTAL A: Total Rental Fees for 3 Years (excluding VAT)</b>					

**Note: The rental fee must be inclusive of all necessary cost including standard warranty, maintenance, and servicing of equipment.**

**Click Charges**

Description	Average Monthly Volumes	Cost per A4 Image (excl VAT)	Estimated Monthly Costs (excl VAT)	Estimated Annual Costs (excl VAT)
B&W				
Colour				
<b>SUB-TOTAL B: Click Charges (excluding VAT)</b>				

**Notes:**

- The cost per image/ page must be inclusive of all consumables (excluding paper) and all services required to keep the machines operational as called for in this tender.
- The volumes indicated above are estimates based on our current average monthly usage.
- The volumes can increase or decrease depending on the business needs. Therefore, there will be no minimum/ fixed monthly fee for Click Charges.
- In view of the point above, please must provide copy costs based on your proposed sliding scale:

Description	Scale 1		Scale 2		Scale 3	
	Monthly Volumes	Cost per A4 Image (excl VAT)	Monthly Volumes	Cost per A4 Image (excl VAT)	Monthly Volumes	Cost per A4 Image (excl VAT)
<b>B &amp; W</b>						
<b>Colour</b>						

**Print Management Software**

NB: GGDA currently has procured the print software, the bidder to quote software in the following months options

Description	Costs (excluding VAT)
Print Management Software for 12 months	
Print Management Software for 24 months	
Print Management Software for 36 months	
<b>SUB-TOTAL C: (excluding VAT)</b>	

**Once-off Costs**

Description	Costs (Excluding VAT)
Installation/Commissioning	
Other Costs: (please specify)	
<b>SUB-TOTAL D : Total Once-off Costs (excluding VAT)</b>	

**Note: Other Costs must be clearly defined with detailed breakdown.**

**TOTAL BID PRICE**

TOTAL BID PRICE	Annual Costs – excluding VAT	3 years (36 months Costs – excluding VAT
Fixed Rental Costs		
Click Charges		
Print Management Software		
Installation & commissioning		
Other Costs		
<b>TOTAL COST – EXCLUDING VAT</b>		
<b>VAT @ 15%</b>		
<b>TOTAL COSTS – INCLUDING VAT</b>		

**Cost Proposal**

- a. Only firm prices will be accepted. The price quoted is fully inclusive of all costs and taxes.
- b. Detailed information is optional and is provided as annexures to the details provided below.
- c. Bid price in South African currency, foreign exchange risk is for the account of the Bidder.

**PART B**

**DECLARATION OF  
INTEREST**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

**YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between

partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**B2: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME  
(CHOOSE ONLY IF APPLICABLE)**

This document must be signed and submitted together with your bid

## INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- a) Any single contract with imported content exceeding US\$10 million. Or
  - b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. Or
  - c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million or
  - d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.
- ### 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY
- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

### 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

<b>Bid Number</b> _____	<b>Closing Date</b> _____
<b>Name of Bidder</b> _____	
<b>Postal</b> _____	<b>Address</b> _____
_____	
<b>Signature</b> _____	<b>Name</b> _____ <b>Date</b> _____

# **PART C – PREFERENCE POINT SYSTEM**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.



**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT number:..... registration

8.3 Company number:..... registration

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

**[TICK APPLICABLE BOX]**

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier





# **PART D – DECLARATION OF LOCAL PRODUCTION AND CONTENT**

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

#### Where

**x** is the imported content in Rand

**y** is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Fabricated Structural Steel	100%
Joining/Connecting Components	100%
Frames	100%
Roof and Cladding	100%
Fasteners	100%
Wire Products	100%
Ducting and Structural pipework	100%
Gutters, downpipes & lauders	100%
Cement	100%
Electrical Cables	90%
Plastic Pipes	100%
Plates	100%
Sheets	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections	100%
Reinforcing bars	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

**I, the undersigned,** ..... **(full names),**

**do hereby declare, in my capacity as** .....

**of** ..... **(name of bidder entity), the following:**

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_







**Annex D - Continued**

**Imported Content Declaration - Supporting Schedule to Annex C**

**C. Imported by a 3rd party and supplied to the Tenderer**

**Calculation of imported content**

**Summary**

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
<b>(D45) Total imported value by 3rd party</b>										R 0	

**D. Other foreign currency payments**

**Calculation of foreign currency payments**

**Summary of payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
<b>(D52) Total of foreign currency payments declared by tenderer and/or 3rd party</b>					
Signature of tenderer from Annex B					
<b>(D53) Total of imported content &amp; foreign currency payments - (D32), (D45) &amp; (D52) above</b>					#REF!
Date:					<b>This total must correspond with Annex C - C 23</b>



# PART E

## **E1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID**

### **1. Definitions:**

- 1.1 “The Board” means the accounting authority of Gauteng Growth and Development Agency appointed by the MEC;
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Gauteng Growth and Development Agency or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Gauteng Growth and Development Agency;
- 1.5 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “Final delivery certificate” means the document issued by Gauteng Growth and Development Agency confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
- 1.7 “Letter of acceptance” means the written communication by Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “GGDA” shall mean Gauteng Growth and Development Agency;
- 1.11 “Order(s)” means an official letter issued by GGDA calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to GGDA at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to GGDA;
- 1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate;
- 1.16 “Value added” means that portion of the bid price not constituting the cost of materials;
- 1.17 “Warranties” means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

## 2. Interpretation

- 2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention:-
  - 2.2 An expression which denotes
    - any gender includes the other gender;
    - a natural person included an artificial or juristic person and vice versa;
    - the singular includes the plural and vice versa;
  - 2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
  - 2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
  - 2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
3. I/we hereby bid:
- 3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to GGDA;
  - 3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);
  - 3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.
4. I/we agree further that:
- 4.1 the offer herein shall remain binding upon me/us and open for acceptance by GGDA during the validity indicated and calculated from the closing time of the bid;
  - 4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;
5. notwithstanding anything to the contrary:
- 5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, GGDA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and GGDA.
  - 5.2 in such event, I/we shall then pay to GGDA any additional expense incurred by GGDA for having either to accept any less favorable bid or,. If fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid;
  - 5.3 GGDA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or

contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

6. Pending the ascertainment of the amount of such additional expenditure GGDA may retain such monies, guarantee or deposit as security for any loss GGDA may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay GGDA legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
8. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
9. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

**Bidder's Information**

Name of firm (company) .....

Postal Address .....

Physical Address .....

Contact Person .....

Telephone .....

Fax Number .....

Types of business .....

Principal business .....

Activities .....

12. The bidder hereby offer to render all or any of the services described in the attached documents to GGDA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by GGDA during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

## **E2: GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with GGDA.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid and contract documents.

- (iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Delivery and documents
9. Insurance
10. Transportation
11. Incidental services
12. Warranty
13. Payment
14. Prices
15. Contract amendments
16. Assignment
17. Subcontracts
18. Delays in the supplier's performance
19. Penalties
20. Termination for default
21. Force Majeure
22. Termination for insolvency
23. Settlement of disputes
24. Limitation of liability
25. Governing language
26. Applicable law
27. Notices
28. Taxes and duties
29. National Industrial Participation Programme (NIPP)



## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 “Contract price” means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Day” means calendar day.
- 1.7 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.8 “Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.  
  
Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10 “GCC” means the General Conditions of Contract.
- 1.11 “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.13 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 “Order” means an official written order issued for the rendering of a service.

- 1.15 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.16 “The client” means the organization purchasing the service.
- 1.17 “Republic” means the Republic of South Africa.
- 1.18 “SCC” means the Special Conditions of Contract.
- 1.19 “Services” means those functional services ancillary to the rendering of the service, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the service provider covered under the contract.
- 1.20 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection**

- 5.1 The service provider shall not, without the client’s prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The service provider shall not, without the client’s prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.

5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

## **6. Patent rights**

6.1 The service provider shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.

## **7. Performance Security**

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the client and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Delivery and Documents**

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

## **9. Insurance**

9.1 The service rendered under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **10. Transportation**

10.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **11. Incidental Service**

- 11.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the rendered service;
  - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
  - (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
  - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

## **12. Warranty**

- 12.1 The service provider warrants that the service rendered under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

## **13. Payment**

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 14. Prices**
- 14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.
- 15. Contract amendments**
- 15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 16. Assignment**
- 16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.
- 17. Subcontracts**
- 17.1 The service provider shall notify the client in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 18. Delays in the service provider's performance**
- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

## **19. Penalties**

19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

## **20. Termination for default**

20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
- (b) if the service provider fails to perform any other obligation(s) under the contract; or
- (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.

20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.

20.4 If a the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.

20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of the service providers or persons prohibited from doing business with the public sector.

20.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **21. Force Majeure**

21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **22. Termination for insolvency**

22.1 The client may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.

## **23. Settlement of Disputes**

23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

23.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the client shall pay the service provider any monies due the service provider.

**24. Limitation of liability**

24.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the service provider shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay penalties and/or damages to the client; and
- (b) the aggregate liability of the service provider to the client, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

**25. Governing language**

25.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English

**26. Applicable law**

26.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

**27. Notices**

27.1 Every written acceptance of a bid shall be posted to the service provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper services of such notice

27.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**28. Taxes and duties**

28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.

28.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.



**29. National Industrial Participation (NIP) Programme**

29.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**30. BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED)**

**NAME OF YOUR COMPANY (IN BLOCK LETTERS)**

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**SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)**

**DATE**

**NAME OF PERSON SIGNING (IN BLOCK LETTERS)**

---

**CAPACITY**

---

**ARE YOU DULY AUTHORISED TO SIGN THIS BID?**

---

**COMPANY REGISTRATION NUMBER** \_\_\_\_\_

**VAT REGISTRATION NUMBER** \_\_\_\_\_

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**POSTAL ADDRESS (IN BLOCK LETTERS)**

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**PHYSICAL ADDRESS (IN BLCOK LETTERS)**

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**CONTACT PERSON**

**TELEPHONE NUMBER** \_\_\_\_\_ **FAX NUMBER** \_\_\_\_\_

**CELLPHONE NUMBER** \_\_\_\_\_

**E-MAIL** \_\_\_\_\_

**TYPES OF BUSINESS** \_\_\_\_\_

**PRINCIPAL BUSINESS ACTIVITIES** \_\_\_\_\_

# **ANNEXURE A**

(Annexure A – available on the GGDA website – [www.ggda.co.za](http://www.ggda.co.za))

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**